

AND

M/s **Durga Engineering** having its registered office at 59A-179, Dehradun Road, Doiwala, Dehradun (UK) through its **Proprietor Mr. Praveen Saini**, hereinafter called the '**Second Party**', for providing Housekeeping services at the premises of the First Party, as detailed in Annexure I, on the terms and Conditions contained hereunder.

The term and expression '**First Party**' and '**Second Party**' wherever used or occurring in the agreement shall always, unless or by necessary implication and /or being contrary to the subject and context mean and include heirs, successors, Administrators, assignee etc. in their respective offices.

Whereas, First Party is engaged in field of education and healthcare and desirous of hiring a Housekeeping Service provider.

And whereas, the Second Party represented to the First Party that it is engaged & specializes in the business of providing Housekeeping Services and relying on the representation made by the Second Party, the First Party agrees to avail the Housekeeping Services from the Second Party under the terms & conditions agreed between the Parties.

Now, therefore, this Agreement Witnesseth and it is agreed by and between the parties as hereunder:

1. That this Agreement shall be deemed to have come into effect on 01 September, 2024 and shall remain valid for a period of one year, (01st September 2024 to 31th August, 2025), which can be extended for further tenure on mutually agreed terms & conditions between both parties. If due to any reason the contract is not renewed before its due date of expiry but housekeeping services are availed by the First Party, the contract shall be deemed to have been renewed on the same terms & conditions. This condition shall however, not be applicable in case when the First Party has not renewed the contract but has extended in writing for a specific period.
2. That the Second Party is desirous of extending/renewing the agreement after the expiry of the current tenure, it shall submit a written request for the same to the First Party at least 60 days prior to the date of expiry of this agreement. Where no such request is received it shall be deemed that the Second Party is not desirous of extension/renewal of its services.
3. That the Second Party shall provide a security deposit of Rs. 100,000/- (Rupees One Lac only) as performance security for due fulfillment of this agreement to the First Party. The security amount shall be refundable, after deduction if any, on completion and/or subsequent to the termination of the agreement. The Second Party shall not be entitled for any interest on the deposited security money or any other amount deposited with the First Party.
4. That the agreement can be terminated by either party by giving One month's advance notice. However, in case of gross violation by the 'Second Party' of any of the terms & conditions contained in this deed, or even otherwise, the 'First Party' reserves the right to terminate the agreement forthwith without assigning any reason thereof.
5. That the second Party shall keep applicable registration, permissions & licenses valid from the appropriate Government Authorities during the entire tenure of this Agreement. Second Party shall submit to SRHU duly attested copies of contract license, PF number, ESI registration number & other registration & licenses as may be applicable from time to time.
6. That the Second Party has agreed to provide House Keeping Services at the premises, as detailed in **Annexure I**, of the First Party as per their requirement to carry-out the job.
7. That the Second Party shall follow the all the instructions given by the First Party or its representatives from time-to-time in this regards. The First Party shall have the right to inspect/supervise the work carried out by the Second Party.
8. That the Second Party hereby agrees to extend its total cooperation in providing housekeeping services in the campus of the First Party in all areas as detailed in Annexure I, and on such other areas too that may have been omitted from being included in the said annexure, that the First Party may require at any time within the tenure of this agreement.



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9. That the Second Party shall deploy the housekeeping personnel (Supervisors & Housekeepers) as per the numbers required by the First Party for housekeeping services in the campus of the First Party in all areas.
10. That the Second Party shall not increase/decrease the deployment of the numbers of Housekeepers under this agreement without obtaining a prior approval/permission in writing from the First Party.
11. That the employees of the Second Party shall not be deemed to be the employees of the First Party for any purpose, hence they shall not be entitled to claim any salary, compensation, damages or anything whatsoever from the First Party.
12. That the Second Party shall ensure that the housekeeping personnel posted by them shall not contact the authorities of **Swami Rama Himalayan University** in any matter including the matter relating to payment of their dues, wages, leave, relief, Uniforms etc. This all shall be the sole responsibility of the Second Party.
13. That the Second Party shall submit a list of housekeeping personnel, containing their personal details viz. name, address, photograph etc., to be deployed at the hospital, along with 10% as leave reserve, for approval of the First Party.
14. That the staff appointed by the Second Party for housekeeping should be trained & experienced and shall conduct themselves as per orders of the Hospital administration. The Second Party shall provide monthly training to its housekeepers. In case of any misbehavior and misconduct of any person so appointed, the responsibility of any damage or loss shall totally vest upon the Second Party.
15. That the Second Party and its staff shall abide by the rules, terms & conditions laid down herein and such other rules and regulations as may be framed by the First Party from time to time. All SRHU rules & regulations i.e. SRHU timing, discipline, standard process will be applicable to all workers engaged by the Second Party which should be strictly obeyed and maintained. The written instructions issued by the First Party, detailing duties of the housekeeping personnel, shall be implemented by the Second Party. The Second Party shall also ensure proper attendance control of the workers.
16. That the Second Party shall be responsible for submitting a daily attendance record to the Supervisors & Housekeepers enrolled by it for providing housekeeping services at the premises of the First Party and a monthly invoice for the housekeeping services rendered to the First Party.
17. That the First Party shall be entitled to impose a financial penalty on the Second Party whenever the daily attendance of the housekeeping staff falls to more than 10% of the authorized strength.
18. That the First Party shall follow the Minimum Wages Act and the Uttarakhand Govt. Notification for the payment of wages. Payment of wages shall be made as per the Minimum Wages Act & the Uttarakhand Labour Commissioner Gazette Notification/ Uttarakhand Govt. Order (i.e. Basic wages and VDA as notified) and its amendments issued from time to time. The amount payable shall be as follows: -

Post	Amount Payable
Supervisor	@ Rs. 18,164/-
Housekeeper	@ Rs. 15,454/-

NOTE :- The break-up of the above payable amount is detailed hereunder:



Break-up	Supervisor	Housekeeper
Working hrs./days	8 hours/26 days	8 hours/26 days
Minimum Wages	Rs. 14023	Rs. 12539
Conveyance Allowance	Rs. 880	-
Gross	Rs. 14903	Rs. 12539
Employers Contribution		
PF (13%)	Rs. 1823	Rs. 1630
ESIC (3.75 %)	Rs. 456	Rs. 407
Service Charge (7%)	Rs. 982	Rs. 878
TOTAL CTC	Rs. 18,164/-	Rs. 15,454/-

Note: The First Party shall intimate in writing its required strength of Supervisors and Housekeepers from time to time to the Second Party.

19. That the Second Party shall appoint a Manager to manage its housekeeping staff at its own cost i.e. the manager's remunerations shall not be charged to the First Party.
20. That the Second Party shall be solely responsible for timely payment of wages to the housekeeping personnel and all statutory dues & liabilities like EPF, ESIC, day off, gratuity, etc. as per law, to the housekeeping personnel. It shall be the responsibility of the Second Party to produce documentary evidences before the designated department of the First Party every month for depositing of all these statutory dues including EPF, ESIC etc., to the concerned authorities and release of payment after each quarter will be made by the First Party only after verifying the documents submitted by Second Party in this regard. Payment of regular wages to workers should not be delayed by the Second Party on the basis that payment is not received from SRHU.
21. That the Second Party shall ensure deployment of able-bodied and experienced housekeeping personnel at the premises of the First Party. The housekeeping staff of the second party shall be physically & mentally fit and should have a good character who behave in a polite manner with the staff, patients and visitor of SRHU.
22. That the Second Party shall be responsible for the discipline, loyalty and conduct of their housekeeping personnel. The Second Party shall ensure that its workers observe discipline, maintain good conduct, and strictly adhere to SRHU's Environment, Health, and Safety Policy. If SRHU identifies any worker not adhering to proper discipline, conduct, or engaging in misconduct, SRHU shall direct the Second Party to immediately withdraw such worker from the premises. Upon such direction, the worker must be promptly removed, and SRHU's decision in this matter shall be final.
23. That the Second Party shall be solely responsible for ensuring safety and adopting safety measures for its housekeeping staff eg. window cleaners etc.

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24. SRHU shall not be responsible in any manner for any act, omission or commission, accident and injury of the workers engaged by the second party and no claim in this respect will lie against the SRHU. Further, the second party shall solely liable for loss, injury, disablement or death caused to anyone or its workers during the course of performing their duties in the premise of the First Party. If any such claim or action is made against the First Party by anyone including governmental authority or by any worker or his/her legal heirs, then the second party shall liable to pay the compensation and to indemnify/reimburse to the SRHU all the monies & expenses incurred by the SRHU towards such claims.
25. That the Second Party shall not sub-let whole or any part of the contract to any other party failing which, it shall be a sufficient ground/reason for the First Party to terminate the agreement forthwith without assigning any further reason thereof.
26. That the Second Party shall be responsible for ensuring quality execution of the housekeeping services to be provided by it as per the term & conditions of this agreement. The Second Party shall provide tools & tackles (Scrubbing Machines, Vacuum Cleaners, Telescopic Cleaning rods & other required equipment's etc.) and maintain the same at its own cost. However, the housekeeping consumable material shall be provided by the First Party.
27. That the Second Party shall be liable to return the equipment's, tools & tackles etc. if any, provided by the First Party in good working condition on the expiry of the agreement.
28. That the housekeeping personnel provided by the Second Party shall get a one day rest, after six days of work every week besides three National Holidays viz. *Independence Day, Gandhi Jayanti and the Republic Day*.
29. That if any housekeeping personnel is found unsuitable/unfit for duty by the First Party, the Second Party shall carry out necessary changeover/replacement of housekeeping personnel under intimation to the First Party. The First Party may refuse to accept housekeeping personnel, who in its opinion are not competent or desirable for the job. The Second Party shall change such personnel within seven days of such intimation.
30. That the housekeeping personnel of the Second Party shall be in uniform prescribed by the First Party. The Second Party shall issue photo identity cards to each of its worker & cost of identity cards shall be borne by Second Party.
31. That the housekeeping personnel shall not leave the duty/deployment post till the reliever takes over the charge.
32. That the authorized person of the First Party shall have the power to verify the number of housekeeping personnel provided by the Second Party.
33. That the Second Party shall be responsible to make alternate arrangements in case of housekeeping personnel remains absent or proceeds on leave.
34. That the Second Party shall ensure cleaning of windows/facades minimum once a month or as required by the First Party.
35. That the Second Party shall display requisite signboards viz. 'Cleaning Under Progress', 'Wet Floors', 'Out of Bound Area' etc. during its housekeeping activities.
36. The Second Party shall ensure that their employees strictly follow the guidelines of Government/University for contagious diseases, which includes sanitization of Hospital Departments, wearing mask, maintaining social distancing etc.



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37. That the First Party shall not give advance payment to the Second Party.
38. That the Income Tax and other taxes, applicable from time to time, shall be deducted at source as per the then existing statutory requirements.
39. That the Second Party shall provide the housekeeping personnel in daily duty of 8 hours. All housekeeping staff shall discharge duty in shifts (including night shifts) as per the timings of the First Party.
40. That the Second Party shall get the antecedents of their housekeeping personnel verified by the local Police Station and submit their report to the First Party before their deployment.
41. That the Second Party agrees that it shall maintain absolute secrecy in respect of all information and things in relation to the business of SRHU which come to the notice of second party or its worker in course of performance of their duty and shall not disclose any such information to third parties without the express written permission of First Party.
42. That the housekeeping personnel of the Second Party shall be available at the place and time of their duties as per their duty roster and shall not leave their post without the prior permission of their Supervisor.
43. That the housekeeping personnel of the Second Party shall work under the overall supervision, direction and control of the First Party or its representatives, but overall responsibility shall vest on the Second Party.
44. That the Second Party shall meet the Medical Superintendent, or any authority delegated by Medical Superintendent, to review the housekeeping arrangements and submit a documented report to the First Party on a regular basis.
45. That the Second Party shall ensure that the staff members deployed by them shall not consume any alcoholic drinks, addictive drugs, tobacco etc. in any form.
46. That the First Party shall be entitled and free to impose penalty on the Second Party as decided by the First Party for non-compliance of the terms and conditions of this agreement as mentioned. Penalty Clause for the Second Party - on per day basis:
- Rs. 5000/- on use of substandard unauthorized cleaning material.
 - Rs. 10000/- on default of stated cleaning norms and practices.
 - Rs. 5000/- on default of working less than the specified duty hours
 - Rs. 5000/- on not maintaining hygienic conditions at storage areas
 - Rs. 5000/- on housekeeping staff attendance falling by 10%, or more, of the approved strength.
 - Rs. 5000/- on default of the Uniform Code of dressing:
 - A jacket with name of vendor and 'HOUSEKEEPER' written at front & back
 - A photo identity card, containing requisite details, issued by the vendor
 - A shoe
 - Rs. 25000/- if any staff member is found using/consumption of alcoholic drinks, drugs, tobacco in any form.
 - For any other defaults not covered here, a suitable penalty will be charged as per the discretion of SRHU management.



In case of a repetition, the penalty amount shall be doubled depending upon the gravity of the act or omission or any lapse by the Second Party beyond the third time the First Party shall reserve the right to impose further strict penalty up to the extent of immediate termination of this agreement without providing any notice period or opportunity to the "Second Party".

The First Party reserves the right to modify, amend, alter, lessen or cancel any or all penal amounts of the penalties described in clause 50 of this agreement.

47. In no event shall SRHU be liable for any business expenses, loss of profit or incidental indirect or consequential damages to the second party on account of performing services under the present agreement, for any cause.
48. Indemnity: Second Party shall indemnifies the SRHU against all losses, damages, claims, liabilities, expenses, payments or outgoings incurred by SRHU arising directly or indirectly from:
- a) Any breach of this Agreement by Second Party;
 - b) Any act or omission of Second Party and its staff (including any negligence, unlawful conduct or willful conduct) related to this Agreement or arising as a consequence of the performance or non - performance of Agreement.
- Further, the Second Party shall indemnify the First Party for any loss/damage caused to the First Party due to negligence of its housekeeping personnel, posted at the premises, as proved after the inquiry. The First Party shall be the sole authority to decide the quantum of loss/damages based on the report of inquiry committee and its decisions shall be final in all respects. The amount of loss indemnified shall be recoverable by the First Party under the relevant Act(s) wherever applicable. Furthermore, the Second Party shall be entitled to recover all/any demands/penalties from the Second Party issued/raised by any government department due to any default on the part of the Second Party.
49. Force Majeure : Neither party shall in any circumstances whatsoever be liable to the other Party for any delay or failure to fulfil its obligations under this Agreement (other than the payment of money already due at the time) where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of Nature, acts or regulations of any governmental authority, war, riots, pandemic etc.
50. That in case of any dispute and/or difference arising out of or relating to this agreement including interpretation of its terms shall be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved then the same shall be referred to the Hon'ble Vice Chancellor of SRHU, whose decision shall be final & binding on both the parties.
51. All disputes shall fall within the jurisdiction of Dehradun.

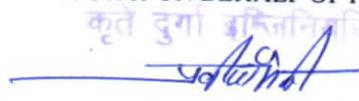
IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY


Dr. Mukesh Bijalwan
Registrar
Swami Rama Himalayan University
Swami Ram Nagar, Jolly Grant
Dehradun



FOR & ON BEHALF OF FIRST PARTY


Sh. Praveen Saini (Proprietor)
M/s Durga Engineering
59A-179, Dehradun Road
Doiwala
Dehradun

Date: 17th October 2024

Place: Dehradun